

3-0106/

1985-1986<sup>02-01</sup>

A G R E E M E N T

Between

Allendale Borough

THE BOROUGH OF ALLENDALE

and

THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION,

LOCAL NO. 217

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X January 1, 1985 through December 31, 1986

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AGREEMENT

This AGREEMENT entered into this 3<sup>rd</sup> day of May 1985, by and between the MAYOR AND COUNCIL OF THE BOROUGH OF ALLENDALE, acting for and on behalf of the Borough of Allendale (sometimes herein referred to as the "Borough") and PBA LOCAL NO. 217 of THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION (sometimes herein referred to as the "Department").

W I T N E S S E T H:

In consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I  
RECOGNITION

The Borough recognizes PBA Local No. 217 of the New Jersey State Patrolmen's Benevolent Association as the sole and exclusive collective bargaining agent for the unit consisting of Detective Sergeant, Sergeants, and Patrolmen who have been duly appointed by the Mayor and Council of the Borough of Allendale.

ARTICLE II  
WAGES AND CLASSIFICATIONS

Section 1.

Salaries for employees covered by this Agreement shall be as set forth at Schedule A annexed.

Section 2.

Longevity payment increases shall take effect on the anniversary date of all members of the Department to which such compensation applies.

Section 3.

Effective January 1, 1985, an annual night differential shall be paid to all employees covered by this Agreement who are subject to rotation. The annual night differential for the year 1985 shall be \$150.00 and the annual night differential for 1986 shall be \$325.00. The night differential annual amount shall be paid in equal installments along with the employees' regular bi-weekly pay. The salaries for employees covered by this Agreement, as set forth at Schedule A annexed, are calculated including the value of each respective year's night differential.

### ARTICLE III

#### VACATIONS

All members of the Department shall be entitled to ten (10) working days vacation after one (1) year of service and sixteen (16) working days vacation after five (5) years of service. Additional vacation days will be computed as follows:

After 7 years	- - - - -	17 days
After 9 years	- - - - -	18 days
After 11 years	- - - - -	19 days
After 13 years	- - - - -	20 days
After 25 years	- - - - -	25 days

Officers entitled to 25 days of vacation may elect to accumulate vacation days at a rate not to exceed five (5) days per year. Days so accumulated may be taken in subsequent years.

Probationary Patrolmen shall receive the equivalent of one (1) day per month vacation, limited to a maximum of ten (10) working days per year. Seniority among those of equal rank will be recognized in vacation selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

## ARTICLE IV

### HOLIDAYS

#### Section 1.

All members of the Department shall be entitled to twelve (12) paid holidays per year. Up to two holidays per year may be taken as half-days, i.e., in lieu of taking two full days, four half-days may be taken, provided these are scheduled so as not to interfere with the needs of the department or to require overtime. All such members shall have the option of taking said twelve days off or taking seven (7) days off and receiving compensation for the remaining five (5) at their overtime (time and one-half) rate of pay. Reimbursement for any of these five days shall not be received prior to December 1st of the current year. Seniority will be recognized in holiday selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

#### Section 2.

Employees who are scheduled to and who work on such holidays shall, in addition, be eligible to receive a total of six (6) such additional days off in lieu of such holiday. The said additional days off shall be without any financial impact on the Borough and the selection thereof shall at all times be subject to the scheduling and manning requirements of the Department as determined by the Chief.

All covered personnel are entitled to the following holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Easter Sunday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Election Day
11. Thanksgiving Day
12. Christmas Day



ARTICLE V  
PERSONAL DAY

Officers will be permitted one day of excused time with pay, with this day so scheduled as to not interfere with the needs of the department or to require overtime to compensate for the absence of the member taking excused time. At the mutual convenience of the officer and the department, this excused time may be taken upon more than one calendar day, with the provision that total excused time for each member will not exceed 8 hours in any year.

ARTICLE VI  
FALSE ARREST INSURANCE

The Borough shall provide false arrest insurance for all members of the Department in the minimum amount of \$100,000.00 for each person, \$300,000.00 for each occurrence with an aggregate of \$500,000.00 coverage being provided by the Borough under the coverage required by this paragraph.

ARTICLE VII  
CLOTHING ALLOWANCE

All members of the Department shall be guaranteed a clothing allowance of \$350.00 per year, except the Detective Sergeant, who as a non-uniformed member, is otherwise provided for. Effective January 1, 1986, the annual clothing allowance shall be Four Hundred (\$400.00) Dollars. No man may exceed this amount unless another member is willing to give up part of his allowance. The Chief will control the style, quality and color of the uniform and equipment. Purchases shall be made from an approved list of shops to be agreed upon by the Chief and the PBA.

When a member believes that his uniforms or equipment have been damaged in circumstances beyond normal wear and tear anticipated in the routine nature of police work, he may request that they be repaired or replaced at the Borough's expense and not charged against his or her uniform allowance. If this request is denied by Police Department or Borough Administration, he or she may appeal that decision in writing to the Police and Public Safety Committee of the Borough Council, outlining the facts of the incident. The decision of the Committee will be rendered promptly and it is agreed that said decision will be accepted as final and not subject to appeal through the grievance procedure.

## ARTICLE VIII

### PHYSICAL - EYE EXAMINATIONS

The Borough, at its own expense, shall cause to be provided a complete physical and an eye examination for all members of the Department, biannually, which shall be mandatory and which shall be performed by a doctor designated by the Borough subject, however, to the approval of the Department.

## ARTICLE IX

### COURT TIME

All members of the Department shall be entitled to compensation at the rate of time and one-half for all municipal Court appearances with a minimum of two hours per appearance. Court time shall be recorded on all time cards and submitted by voucher to the Borough.

## ARTICLE X

### OVERTIME

Overtime compensation shall be at the rate of time and one-half for all overtime except time required for Municipal Court appearances as outlined in Article IX. If at the end of the present calendar year any member of the Department has accrued overtime for which no compensation has been paid or claimed, such member may carry over such accrued overtime not in excess of five days to be taken as days off within the first four months of the succeeding calendar year.

ARTICLE XI  
GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the policemen and their employer as quickly as possible, so as to insure efficiency and promote the morale of the Department.

A grievance is defined as any disagreement between the policemen and their employer involving the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment working conditions, and attitude of supervisors.

Step 1. An aggrieved policeman shall first try to settle his grievance with his immediate supervisor. If at that point, the individual is not satisfied with the determination of his immediate supervisor, he shall, within ten (10) days, reduce his grievance to writing and shall forward same through the chain of command to the Chief for his determination.

Step 2. Within ten (10) days after receipt of the grievance by the Chief, the Chief shall meet with the employee involved. After reviewing the case, the Chief shall, within ten (10) days thereafter, in writing, inform the aggrieved employee of the determination of the case.

Step 3. In the event the employee in question is dissatisfied with the determination of the Chief, he shall have the right to appeal to the Police Committee within ten (10) days from

the date of receipt of the determination by the Chief.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Police Committee will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Police Committee shall inform the individual, in writing, of the determination.

Step 4. In the event the employee in question is dissatisfied with the determination of the Police Committee, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of the determination by the Police Committee.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Mayor and Council will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Mayor and Council shall inform the individual, in writing, of the determination.

Step 5. - Arbitration

a. If the grievance is not settled through Steps One, Two, Three or Four, grievant may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination by the Mayor and Council. An arbitrator may be selected pursuant to the rules of PERC.



b. The arbitrator shall set forth his/her findings of fact and conclusions of law and the reasons for making his award. The decision of the arbitrator shall be final and binding upon the parties.

c. The cost for the services of the arbitrator shall be borne equally between the Borough and the grievant or the PBA as may be appropriate. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

## ARTICLE XII

### LONGEVITY

Members shall receive longevity compensation computed at two (2%) percent of the annual compensation for each four (4) years of service, up to a maximum of ten (10%) percent.

ARTICLE XIII  
LIFE INSURANCE

The Borough shall provide \$10,000.00 life insurance with double indemnity coverage for each member at the Borough's expense. Additional life insurance shall be made available to those members electing to purchase such insurance, subject to approval and acceptance by the insurance company.

## ARTICLE XIV

### MEDICAL INSURANCE

The Borough agrees to provide, at the Borough's expense, Blue Cross (#365), Blue Shield (UCR), and Rider "J", and group major medical insurance with minimum benefits as shown on the "Health Service, Inc." copy attached. The medical insurance coverage shall be continued for a dependent surviving spouse and minor children in the event of the death of a member as a result of the performance of police duties. Such coverage shall be discontinued upon remarriage of the surviving spouse.

For members of the Department who retire, the Borough will provide medical insurance coverage including family coverage and shall contribute to the cost of such coverage in accordance with the following schedule:

<u>Years of Service</u>	<u>Borough Contribution</u>
Less than 25	None
At least 25 years but less than 30	75%
30 years or more	100%

Insurance coverage for retired personnel as authorized herein is secondary to any coverage or benefits available or which may become available from Medicare or any other sources of such insurance, governmental or otherwise. Additionally, such coverage as may be provided by the Borough will be discontinued for any period when insurance coverage is obtained as a result of other employment but will be reinstated upon the termination of such other employment.

For members of the Department who are rendered completely disabled as verified by a medical certificate as acceptable to the Borough, as a result of injuries suffered in the performance of duty, the Borough will provide medical insurance coverage, including family coverage.

ARTICLE XV

PENSION

Effective January 1, 1974, the Borough shall enroll the covered members of this police agreement in the Police and Firemen's Retirement System of New Jersey.

## ARTICLE XVI

### SICK LEAVE

Members of the Department are entitled to ten (10) incidental sick days per annum and additional benefits in cases of prolonged and incapacitating illnesses. An absence of more than seven (7) calendar days, when properly reported and when documented by a certificate of a physician in the form prescribed by the Borough, shall not count against the ten (10) incidental sickness time currently being paid by the Borough of Allendale for all Borough personnel.

The Borough shall continue in effect disability insurance coverage currently in effect, provided, however, members shall individually pay the difference in cost between fifty (50%) percent of the monthly salary and seventy-five (75%) percent of the monthly salary coverage.

## ARTICLE XVII

### ATTENDANCE AT FUNERALS

In the event of a death in the employee's family, such as wife, husband, mother, father, child, brother or sister, mother-in-law or father-in-law, or other close relative residing with the employee, the Department Head shall grant up to a three day leave of absence, between the time of death and burial, with pay. In the event an employee attends the funeral of any other close relative, the Department Head may grant a one day leave of absence with pay, for the day of burial.



ARTICLE XVIII

CAR MILEAGE ALLOWANCE

Reimbursement for use of personal cars for Borough business shall be at the rate of \$0.20 per mile.

ARTICLE XIX

SENIORITY CLAUSE

It is agreed that existing provisions and practices in Borough Ordinances, Resolution, or any other form, shall not be altered during the term of this Contract.

ARTICLE XX

STATE PBA DELEGATE

When the State Delegate for PBA 217 is an Allendale Police Department member, that individual shall be granted a maximum of twelve (12) paid days per year when attending PBA State Delegate meetings or conventions.

## ARTICLE XXI

### OTHER PROVISIONS

In the event that a general cost of living wage adjustment for other Borough Employees is granted (other than increases that are normally granted at the beginning of the year), it is agreed that this Contract can be reopened, at the request of either party to negotiate that condition of the wage agreement only.

ARTICLE XXII  
RIGHTS OF POLICE OFFICERS

Security and protection of personal rights depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

Out of these contacts may come questions concerning the actions of the members of the force.

These questions may require investigation by superior officers designated by the Chief of Police and the Governing Body.

In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted but only in the event a member of the force is under arrest or the target of a criminal investigation or a departmental investigation where there exists the likelihood of discharge:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise as may be determined by the Chief or his designee.
- (b) The interrogations shall take place at a location designated by the Chief of Police, usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, (including the name of the complainant where charges are drawn).

Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member is being interrogated as a witness only, he should be so informed at the initial contact.

- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary as determined by the Chief of Police.
- (e) The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer if a recorder is not available. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- (g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representatives before being questioned.

## ARTICLE XXIII

### PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Nothing derogatory shall be placed in an officer's file without his or her knowledge, and he or she shall be given the opportunity to rebut it if he or she so desires, and shall be permitted to place said rebuttal in his or her file.

Each employee, if requested, shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and other time which is available to the officer.

ARTICLE XXIV

PRESERVATION OF RIGHTS

This contract remains in effect and in full force until a new contract is executed by the appropriate PBA representatives and Borough officials.



ARTICLE XXV  
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1985 and shall remain in full force and effect until December 31, 1986.

Anything herein to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede the provisions of any other applicable law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

BOROUGH OF ALLENDALE

Norma E. Colburn  
Borough Clerk

By William A. Simpson  
Mayor

WITNESS:

PBA LOCAL NO. 217 OF THE  
NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION

George P. Martin

Paul J. [Signature]

# SCHEDULE A

## SALARIES

	Effective <u>1/1/85</u>	Effective <u>1/1/86</u>
Patrolman		
Probationary (During 1st year)	\$18,650	\$20,060
During the second year	22,529	24,235
During the third year	25,691	27,640
During the fourth year	27,756	29,860
Over four years (maximum)	30,170	32,455
Sergeant	32,100	34,530
Detective Sergeant	33,844	36,405

The above salaries include a night differential of \$150.00 in 1985,  
and \$325.00 in 1986 .